



# Caspar Terms of Use

## Access to Caspar

Caspar (or Caspar Skip Tracing Portal) refers to the person(s) searching portal located at [www.caspar.com.au](http://www.caspar.com.au) which is owned and operated by Global Data Pty Ltd, ABN 67 158 121 781 (Global Data)

Upon registration, Global Data grants you a non-transferable, non-exclusive license to access Caspar and the information contained in and extracted from the databases associated with Caspar (the Data), solely for the purpose of locating Australian residents. All Data held by us is privacy compliant under the Privacy Act (1988 Cth) and we recommend you read these terms of use in conjunction with our Privacy Policy that can be found at [www.globaldata.net.au](http://www.globaldata.net.au)

Access to the Caspar web site is subject to the terms and conditions set out below. By accessing Caspar, you agree that you have read and understood these terms and conditions. If you do not agree, please do not proceed to access the Caspar website.

You agree to use the Data only for appropriate, legal purposes, and in compliance with all applicable federal, state and local laws and regulations. Additionally, you agree that the Data and any information extracted or derived from the Data may not be used to bother, stalk, harass, threaten or embarrass any individual.

Global Data reserves the right to amend or change any or all of the information provided herein. Each time the site is accessed it is the responsibility of the user to check the relevant terms and conditions prior to use.

## Terms of Data Use

You acknowledge and agree that all Data remains the property of Global Data and that any Data accessed through Caspar is solely for the purposes set out in these Terms and Conditions. You may only use the Data we supply you for your own internal business use and for the purpose that we supply them for. You agree that you will not re-sell, re-package or otherwise re-use the Data in any other way without prior written permission from Global Data. You agree that you will not incorporate the Data into a data management system, CRM database, contact management system, etc. for the purpose of building any product or service that directly or indirectly competes with any product or service that Global Data Pty Ltd currently provides.

**If you require data for marketing purposes, please sign up for Global Data's other product Quester at [www.quester.com.au](http://www.quester.com.au) in order to comply with other relevant legislation, such as ACMA DNC Regulations.**

Access to Caspar will be monitored by an IP log for security reasons. If the user does not wish their IP address to be logged they should not use the system.

**Global Data Pty Ltd**

ABN 67 158 121 781

Phone: 03 9948 4089 Fax: 03 8732 0204

Email: [admin@globaldata.net.au](mailto:admin@globaldata.net.au)

SE1204 Level 12, 530 Little Collins Street, Melbourne, VIC 3000

[www.globaldata.net.au](http://www.globaldata.net.au)



**GLOBAL DATA**

The Subscriber (client) is prohibited from data scraping / mining or conducting automated searches on this site and any related service, or from the data contained in it, whether through the use of additional software or otherwise. If discovered, access to Caspar will be immediately suspended pending an investigation and potential litigation.

The credit judgement data provided within Caspar is provided for the sole purpose of assessing credit worthiness and must not be used or copied for any other purpose. This data must not be sold or provided to any person who sells or distributes data of this type. Any use contrary to this may result in your Caspar subscription being immediately terminated. A judgement debtor may apply to have the judgement set aside. The credit judgement information is to be used only for business decisions and shall never be revealed or made accessible in any manner whatsoever to the persons reported upon. Specific use of this data for the purposes of contacting the judgement debtor to notify them of this default is prohibited. You should verify all relevant representations, statements and information including the status of the judgement before relying on the information being provided. No liability (in contract, tort or otherwise) will be accepted for any loss or damage incurred as a result of reliance upon this judgement information.

## General Terms

You agree not to transfer data into another database and not use or permit the use by any person of any information in the production or publication of a reverse directory; for the establishment of marketing databases; to obtain information about new services or moved services, or movement between carriage service providers; to append telephone numbers to name and/or address information in databases; to compile, populate, update and verify databases; for the purpose or for purposes including the purpose of sending marketing or promotional material to any person or to develop, update or verify mailing lists or databases to be used for marketing or telemarketing purposes.

**Caspar is for "Skip Tracing" use only. Locating Australian residents for purposes other than marketing, such as effecting legal process as an example.** If you are unsure whether your use of the data is in line with our Terms of Use, we recommend contacting our office first, before accessing the data. You cannot use Caspar for any marketing purposes whatsoever.

## Online Access

You agree that upon registration and approval of access, you will be provided with access to Caspar. You will be provided with a username and password (the Access Credentials) to log into and gain access to Caspar. You agree that the Access Credentials provided are solely for the one user only. You must not share the Access Credentials with any third party. You assume all responsibility for the usage of Caspar with your Access Credentials. This includes all fees and charges accrued on Caspar regardless of whether you or a third party used the Access Credentials to access Caspar.

**Global Data Pty Ltd**

ABN 67 158 121 781

Phone: 03 9948 4089 Fax: 03 8732 0204

Email: [admin@globaldata.net.au](mailto:admin@globaldata.net.au)

SE1204 Level 12, 530 Little Collins Street, Melbourne, VIC 3000

[www.globaldata.net.au](http://www.globaldata.net.au)



In the case of a company requiring multiple access for employees to Caspar, separate **usernames and passwords can be created by the “Admin User” of your company and be issued by him / her** and each user will not provide that username or password to anybody else. These additional Usernames must be the employees name and not a generic user account such as admin1, admin2 etc. Global Data reserves the right to suspend such usernames if not identifiable. This is required so that Global Data can monitor unauthorised use, potential harassment and stalking of an individual can also be traced. It is a great tool **for the “Admin User” to monitor work flow of each employee and in due course have access** to some interactive features Caspar will have incorporated.

You agree that any Access Credentials we give you will not be transferred between users or disclosed to any third party and you will tell us if they are no longer required. You are **responsible for all use of those Access Credentials. The “Admin User” can create unlimited** Users for the system, irrespective of the seating licenses purchased. For clarification, if you have purchased a 5-seat license, although only 5 people can access Caspar at the one time, unlimited users (e.g. 100 users) can still be created, but cannot access the system, unless 100 seat licenses were purchased.

If we ask you to, you agree to stop using those Access Credentials or use any replacement Access Credentials we give you. If you suspect that unauthorised use of your account is taking place, you must notify us immediately.

## Foreign Access Outside of Australia

In support of the Privacy Act 1988 Cth and our own internal security compliance procedures **and in particular, protecting a consumer’s personal information from unauthorised and unethical use**, Global Data will not allow any foreign access outside of Australia to its data platforms, unless prior written consent has been provided and only by way of completion of our Vetting application form. This application, if granted, will be stored and supplied to any relevant government body should the need arise. Any/all unapproved attempts to log in outside of Australia, without vetted approval is a breach of our Terms and Conditions may result in suspension of your account pending a full review.

## Fair Use Policy

Rate limiters are logged by Global Data to determine unauthorised or unethical use. Please be aware, that where it is found that any particular users activities are dramatically **inconsistent with our general user profiles, then that user’s access may be** temporarily suspended, slowed down or cancelled, pending a full investigation to determine if any hacking or web scraping tools are being employed. Even if Global Data cannot determine whether an electronic tool or any other web scraping tool is being employed or not, we reserve our rights to cancel access to any user or whole user account, where the user cannot explain the abnormal use and it appears abnormally inconsistent with our general user profiles.

**Global Data Pty Ltd**

ABN 67 158 121 781

Phone: 03 9948 4089 Fax: 03 8732 0204

Email: [admin@globaldata.net.au](mailto:admin@globaldata.net.au)

SE1204 Level 12, 530 Little Collins Street, Melbourne, VIC 3000

[www.globaldata.net.au](http://www.globaldata.net.au)



## Our Email Data

Where Global Data is supplying any emails to any of its clients and in any of its data platforms, the client / user agrees and accepts that it will not use any third-party email validator / Pinger. Global Data protects the integrity and complies with the Spam Act 2003 and will not allow anybody other than Global Data to undertake this task. Many unknown email validators cause unavoidable spam to the consumer and Global Data, in support of the **Spam Act 2003 and a consumer's right to privacy will cancel / suspend access if they are found to employ a third-party to validate / ping email addresses supplied by us.**

## Daypass Clients / Casual Access

The single daypass access is solely for the user that has been setup by the customers admin. Effective 2 May, 2017, for any new customers wishing to purchase daypasses to access the Caspar Skiptracing platform, they will have to subscribe annually to receive the required amount of daypasses, which are outlined and priced under the subscription (contact our office for plan options). For all existing customers that have purchased daypasses prior to 2 May, 2017, they will have until 31 May, 2017 to purchase any further daypasses under the previous system without subscription and have until 31 December, 2017 to use those daypasses.

Once a daypass is activated, it will run continuously for 24 hours from log on and a single daypass will expire after such 24 hours. Within that 24-hour period, the customer can log on and off unlimited times for Skiptracing. Additional daypasses can be purchased online from within the Caspar platform if required at the applicable single daypass cost for convenience.

Under the Caspar Annual Subscription, the number of monthly daypasses included in the plan, will be added to your daypass account at the beginning of each month, provided your account is not in financial arrears in any way. You may upgrade your subscription to increase the amount of monthly daypasses required by contacting our office, or purchase additional single daypasses as required online. You cannot access your annual total number of daypasses in any one period (E.g. 24 daypasses per year is aggregated at 2 per month and only 2 can be accessed per month not 24 daypasses).

Where a customer fails to meet its monthly subscription plan fees, Global Data will suspend daypass access and any accumulated daypasses will be forfeited. Conversely, where a customer is at the end of its Annual Subscription, any unused daypasses will not be accessible nor carried over unless the customer signs a new Annual Subscription.

## Termination of Access or Misuse

We may withhold or suspend your use of Caspar immediately if you do not pay our fees and Charges or if we believe you are not complying with any of our terms and conditions or privacy policies. In the event that Global Data suspects that our Data or Caspar has been misused, we may contact our law enforcement agencies (as appropriate) and will provide

**Global Data Pty Ltd**

ABN 67 158 121 781

Phone: 03 9948 4089 Fax: 03 8732 0204

Email: [admin@globaldata.net.au](mailto:admin@globaldata.net.au)

SE1204 Level 12, 530 Little Collins Street, Melbourne, VIC 3000

[www.globaldata.net.au](http://www.globaldata.net.au)



**GLOBAL DATA**

them with all the data needed to conduct an investigation. Global Data reserves the right to cancel or not offer its service to any user that it deems is inappropriately using its services. You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of our services including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to default information you have given us.

Your co-operation includes but is not limited to providing us in a timely manner with relevant documents, access to relevant employees or any other reasonable assistance that may be required in the course of dealing with such matters, and may in some circumstances involve you being joined as a party to any litigation as well as or instead of Global Data.

## Disclaimer and Warranties

The Data in Caspar has been compiled from public records and other proprietary sources for the specific purposes of locating individuals / consumers, property and/or providing general background information about individuals for verification. Neither Global Data nor any of our data suppliers represents or warrants that the information contained in the Data is always current, complete or accurate. Global Data hereby disclaims all representations and warranties regarding the performance of the service and the accuracy, currency, or completeness of the information, including (without limitation) all warranties of merchantability or fitness for a particular purpose. Additionally, under no circumstances shall we be liable to you for any damages whatsoever, including (without limitation) any direct, special, incidental, typical or consequential damages, lost profits, or any other claims of yours or third parties, even if we have been advised of the possibility of such damages. You assume all risks associated with the use of Caspar and any Data extracted from Caspar to the extent we are able to at law, we exclude all express or implied representations, conditions, warranties and terms relating to the information services. When we provide the information services to you, we rely on information provided to us by others. While we always aim to provide quality information to you, you understand that we do not independently check all information supplied to us, or the compilation of information by our systems, and that information may become out of date. You understand that you are responsible for assessing the value of the information we provide you, and for the business decisions that you make, regardless of whether you base them on the information we supply.

## Fees and Charges & Refunds

Fees for use of Caspar are as agreed from time to time. You agree to pay the fees Associated with your use of Caspar by the due date or our trading terms as specified on Our invoices and / or statements provided to you. We further reserve the right to suspend service to any delinquent account without notice.

If you have questions about our fees, please contact us before signing up to Caspar. You are responsible for (and must pay for) all use of Caspar, by individuals using your account or Access Credentials.

**Global Data Pty Ltd**

ABN 67 158 121 781

Phone: 03 9948 4089 Fax: 03 8732 0204

Email: [admin@globaldata.net.au](mailto:admin@globaldata.net.au)

SE1204 Level 12, 530 Little Collins Street, Melbourne, VIC 3000

[www.globaldata.net.au](http://www.globaldata.net.au)



**GLOBAL DATA**

If you suspect that unauthorised use of your account is taking place, you must notify us immediately.

Global Data will make all reasonable efforts to make available to its customers Caspar at all times, but the client accepts and understands that from time to time, Caspar may be unavailable for technical reasons or other reasons and excludes Global Data from all liability arising out of Caspar being unavailable and accepts no refunds will be provided for any system outages.

Seat purchases are final with no refunds, however as a usual business practice and by agreement between us, you may contact us to negotiate additional Seat Licenses or removal of Seat Licenses. Billing for additional Seat Licenses will be pro rata for the existing month, plus the additional month in advance. Removal of Seat Licenses will be billed and removed, only, at the end of a billing month.

*This agreement / terms and conditions of use is governed by the laws of Victoria, Australia and all Parties submit to the non-exclusive jurisdiction of the courts of that state.*

Version 1.6 – 21 September 2017

**Global Data Pty Ltd**

ABN 67 158 121 781

Phone: 03 9948 4089 Fax: 03 8732 0204

Email: [admin@globaldata.net.au](mailto:admin@globaldata.net.au)

SE1204 Level 12, 530 Little Collins Street, Melbourne, VIC 3000

[www.globaldata.net.au](http://www.globaldata.net.au)